

## Alerts Agreement

**Important:** Please read the following **Alerts Agreement**. At the end of the agreement you will be asked to confirm your acceptance of these terms and conditions. You may review this Agreement online at any time by clicking the Agreements and Disclosures section.

This Agreement outlines the terms and conditions governing your access to Alerts through an Electronic Access Device.

This Agreement is in addition to, and not in substitution of, any other present or future agreement between you and CIBC Investor Services including any agreement you enter into when you opened an Account, and in particular is in addition to the Electronic Access Agreement. Alerts are only available in jurisdictions where they may be lawfully provided.

In this Agreement, these terms have the following meanings:

**"Account"** means my account with CIBC Investor Services;

**"Agreement"** means this alerts agreement;

**"Alerts"** are messages provided through an Electronic Access Device, including news, stock and order fill alerts.

**"CIBC Investor Services"** means CIBC Investor Services Inc.;

**"Electronic Access Device"** means any device which allows me to use or to access an Account or any Service including, but not limited to, a personal computer, a telephone used for brokerage access, a pager, a PCS(Personal Communications Service) phone, a personal digital assistant or similar device;

**"Electronic Instructions"** means any instruction regarding my Account or any Service that is transmitted through an Electronic Access Device;

**"I", "me", and "my"** means the customer who applied for the Account or any Service;

**"Information Provider"** means any entity providing CIBC Investor Services, either directly or indirectly, with information or processing any such information and includes, but is not limited to, stock exchanges and news service providers or any such provider or processor of data or information;

**"Service(s)"** means financial or investment or other ancillary services offered by CIBC Investor Services, including Alerts;

**"You", "your" and "yours"** means CIBC Investor Services.

Alerts are a notification service only. You and your Information Providers are not liable if there is any interruption, non-delivery or inability to access Alerts due to human or mechanical errors or errors in connection with any Internet e-mail or Electronic Access Device used to access Alerts.

I am solely responsible for ensuring that my e-mail address has been accurately transmitted to you, and for ensuring that it is up-to-date. I am solely responsible for the retrieval and use of the information provided to me in connection with Alerts. I will not redistribute any information provided to me in connection with Alerts. I understand that "Alerts" is for information purposes only and is not intended for the purpose of making decisions, taking action, trading or investing. Therefore, I am solely responsible for any decision, action, trading or investing made on information provided to me in connection with Alerts.

You and your Information Providers do not read replies sent to the Alerts e-mail address.

Information provided to me through Alerts may have been independently obtained from various Information Providers and is believed by you to be reliable and accurate. In no event will you or the Information Providers be liable to me or to others for any loss, damage or injury of any type caused or contributed to in any way by such information.

For example, and without limitation, you and the Information Providers will not be liable if the information;

- a) does not meet my needs;
- b) is delayed or is not available at any particular time or for any particular purpose; or
- c) is not timely, in sequence, accurate, complete or suitable for any purpose

Information provided through Alerts may include views, opinions and recommendations of individuals or organizations that may be of interest to customers generally. Neither you nor the Information Provider endorses such views, opinions or recommendations, or give investment, tax, accounting or legal advice, or recommend the purchase or sale of any security.

**CIBC Investor Services Inc. Alerts Agreement**

For greater certainty, you nor any other party shall be liable for the accuracy or timeliness of any quote or alert message provided through an Electronic Access Device. Quotes and Alert messages, particularly in times of high volumes or trading and market volatility, may not be reflective of a current trading price of a security.

The terms of this Agreement may also be enforced against me by any of the Information Providers.

You will make every reasonable effort to provide me with access to Alerts through an Electronic Access Device. You will not be liable to me or others for any loss including any failure to obtain a profit, costs or damages which I may incur if access to Alerts is not available or is delayed due to:

- a) periods of increased volume or market activity or to allow for systems maintenance, updates or for any other reasonable cause;
- b) acts beyond your reasonable control including but not limited to acts of God, strikes, postal interruptions, lockouts, riots, acts or war, epidemics, fire, communication line failures, power failures, equipment or software malfunction, earthquakes or other disasters; or
- c) government restrictions, exchanges or market rules, suspension of trading.

In addition, and without limitation, if I access Alerts through any Electronic Access Device, you will not be liable to me or to others for any loss including any failure to obtain a profit, costs or damages that may arise by:

- a) any act or omission in the course of or in connection with the operation of any Electronic Access Device;
- b) communication malfunctions that affect the accuracy or timeliness of Alerts and/or prevent them from being transmitted in whole or in part;
- c) if I make a mistake when inputting an Electronic Instruction; or
- d) if I fail to log off when I leave my Electronic Access Device and someone else accesses my Account or Alerts.

Market data and other information provided through Alerts is proprietary to you, the appropriate Information Provider(s) and their licensor(s) and is protected by applicable copyright law. I will not reproduce, sell, distribute, publish or commercially exploit the data without the expressed written consent of you and the appropriate Information Provider(s), as applicable. I will only use the market data and information provided through Alerts for my own personal or business use.

You are not responsible for any harm or loss to my Electronic Access Device or any records or data.

You may amend any provision of this Agreement by providing me with notice of the amendment(s) either before or after such changes take effect. Notice may be provided to me through an Electronic Access Device. If I continue to access Alerts or if I maintain any funds or securities on deposit in my Account(s) after the effective date of the amendment(s), that will show I agree and consent to the amendment(s). You may terminate this Agreement at any time without notice. You will have no liability for any loss or inconvenience which may result. The terms, rules, procedures, fees and charges set out in any written or computer-generated instructions, manuals, or other such documents relating to an Account, any Service or Alerts form part of this Agreement. This Agreement shall be governed by the law of the Province of Ontario and the laws of Canada applicable therein.

I acknowledge having expressly requested that this agreement and any related documents be drafted in English.

*Je reconnais avoir exigé que cette convention et les documents s'y rattachant soient rédigés en anglais.*